

Manuel Salvador, Franco / Creditor  
c/o 3147 Michigan Ave.  
Stockton, California  
(95204)

FILED P

FEB 26 2021

UNITED STATES BANKRUPTCY COURT  
SAN FRANCISCO, CA

PG&E Corporation  
Debtor (2640) 19-30088 (DM)  
77 Beale St.  
San Francisco, California (94105)

United States Bankruptcy Court  
Northern District of California  
San Francisco Division  
450 Golden Gate Ave.  
San Francisco, California (94102)

Pacific Gas and Electric Company  
Debtor (19-30089)  
77 Beale St.  
San Francisco, California (95105)

PG&E Corporation Claims      Cert. # 7018 2290 0001 5882 8108  
Processing Center  
c/o Prime Clerk LLC  
Grand Central Station  
PO Box 4850  
New York, NY 10163-4850

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

In re:

PG&E CORPORATION,

- and -

PACIFIC GAS AND ELECTRIC  
COMPANY

Debtors.

Chapter 11 Case  
No. 19-30088 (DM)  
(Lead Case)  
(Jointly Administered)

NOTICE via "AFFIDAVIT OF TRUTH" AS TO  
THE DENIAL OF DUE PROCESS / EQUAL  
PROTECION OF THE LAW. THE COURT HAS  
ALLOWED UNLICENSED ATTORNEYS TO  
PARTAKE IN THESE PROCEEDINGS AS TO  
"CRIMINAL INFORMATION".

Affects both Debtors

TO THE CLERK OF THE ABOVE-ENTITLED COURT:

TO WHOM THESE PRESENTS SHALL COME, KNOW YE:

"Indeed, not more than affidavit is necessary to make the  
prima facie case." - United States v. Kis, 658 F 2d 526,  
536 (7<sup>th</sup> Cir. 1981)

NOTICE via "AFFIDAVIT OF TRUTH":

COMES NOW, judgement creditor, Manuel Salvador, Franco, who has been denied his rights to

due process of the law and the equal protection of the law. This claim of the denial of my rights to due process of the law and the equal protection of the law; is based upon the fact that the court, judge, has allowed unlicensed alleged attorneys to partake in these proceedings as it relates to myself. Notice: List of adjudicated creditors stated on 71 pages - my name is noticed on page 17 of 71.

Please be informed, that I gave notice to the court pursuant of an "Affidavit of Truth" via a "Sworn Notice in the form of an Affidavit", **dated: 16 March 2020**, certified mail # 7018 2290 0001 5882 7980, captioned: "NOTICE OF APPLICABLE CALIFORNIA LAW CONCERNING LICENSING OF ATTORNEYS. FURTHER, NOTICE OF MY OBJECTION TO ANY UNLICENSED ATTORNEY'S ACTIONS RESPECTIVE OF MY "PROOF OF CLAIM". REQUEST FOR SUMMARY JUDGMENT AS TO "PROOF OF CLAIM".

State of California Constitution, Article VI, sec. 9 - "The State Bar of California is a public corporation. Every person admitted and licensed to practice law in this State is and shall be a member of the State Bar except while holding office as a judge of a court of record."

And;

California Business and Professions Code (2001), sec. 6067 – "A Certificate of the oath shall be indorsed upon his license."

Respective of that part of the State of California Constitution, Article VI, sec. 9 – "...shall be a member of the State Bar..."; we all know and understands that members of the California Bar Association have been issued a numbered card, by the chief clerk of the supreme court, in evidence of having paid their dues and as being a member of the California Bar Association. Note: The California Bar Association is a **private association and not a public corporation**.

We also know and understand that members of this private association fraudulently claim's that this card is a "license" to practice law in the State of California. But upon examination of this card, we do not find the words "Attorney's License" or Lic # number noticed thereon. Nor do we find the required oath, "...oath shall be indorsed upon his license.", as stated within the Business and Professional Statutes. Note: I am attaching a copy of the first page of a filed document, marked Exhibit "A", in these proceedings in refence to said Bar Association number.

Be it noticed for the record, that I, supra, am in receipt of a letter from the alleged law firm KBK, a copy is attached hereto, marked Exhibit "B", that said alleged law firm mailed, copy of the envelope is attached hereto, marked Exhibit "C", pursuant of the United States Post Office. It's stated in said letter, that the "Plan" has a provision included, section 10.6 – "Plan Injunction", that prohibited people like myself from filing any kind of a lien, remedy at law, which I claim is a denial of due process of the law and the equal protection of the law, against the noticed debtors / clients. Note: The supreme court of the United States case – *Miranda v. Arizona* , 384 U.S. 436,

444, 478, 279 – 86 S. Ct. 1602, 1612, 1630 – 16 L. Ed. 2d 694. “Where rights secured by the Constitution are involved, there can be no rule making or legislation which would abrogate them.”

Further, notice was given as to the following: “Affiant, supra, has taken notice of a filed document #5733 Filed: 02/11/20 Entered: 02/11/20 17:28:41 and the list of alleged law firms, contract law, and their attorneys, noticed on pages 3 and 4 of 7, that the debtors have allegedly in their employment as alleged legal counsel.”

And;

“Based upon the letter of the law. I OBJECT, on the record and for the record, that for anyone to act as an alleged attorney respective of my “Proof of Claim” in these proceedings; that they produce their “license” indorsed with his/her “certificate of the oath” as proof of their claim thereto. Note: My objection concerns only my “Proof of Claim” and is not effective as to anyone else’s claim in these proceedings.”

### **“Criminal Information”**

Now, it’s a matter of public record that the judge in these proceeding has allowed these **unlicensed attorneys** to formulate a “Plan” – The Debtors and Shareholder Proponent’s Joint Chapter 11 Plan of Reorganization Dated Date June 19, 2020 [Dkt. No. 8048] (the “Plan”) was confirmed by an alleged Order entered June 20, 2020 [Dkt. No. 8053] (the “Confirmation Order”).

Affiant, hereby claims and/or alleges, based upon the law, as noticed, the judge in these proceedings has accepted and given his consent, “Confirmation Order”, to a “Plan”, that was formulated by a very large **group of unlicensed attorneys**; thus, this action is evidence that the court has knowingly and willfully enter into a conspiracy of fraud with these unlicensed attorneys. Note: The “Confirmation Order”, **Order entered June 20, 2020 [Dkt. No. 8053] (the Plan)**, was not a mistake because the court was given actual notice of the law. Further, the “Plan” and the “Confirmation Order” are not signed in accordance with the civil law: “I declare under penalty of perjury as it being true and correct.....”. This failure makes both the “Order” and the “Plan” void; therefore, this “Affiant” does not accept or consent but “Objects” to be bound to the provision stated therein. Notice: “...., are binding on all....even those who did not vote on the Plan.”

As noticed herein, actual notice of the law, Constitution and Business and Professional Code, **was given on 16 March 2020** and was never rebutted or refuted, by any individual or the court; therefore, **this failure to rebut or refute is to accept, stipulate to, my understanding and belief, given under oath, as being true and correct.** Note: Affiant has stated his OBJECTION on the record as to all actions taken by these unlicensed attorneys, i.e. the “Plan”. Further, Affiant gives notice hereby, that I, supra, will not be held to the performance on any alleged contract, that he did not knowingly, intentionally, or voluntarily enter into. Further, Affiant does not consent to the waiving of any rights, as to exercising his right to a remedy at law, and claims all of his rights at all times.

As noticed herein, Affiant claims that he was mailed a fraudulent letter, via the Post Office of the United States, by the alleged law firm KBK, stating that the fraudulently created "Confirmation Order" and the "Plan Injunction", as stated within said letter, *prohibits the lawful exercising of his right*, alleged threat, *to file a lien* against the noticed debtors, their client, for payment of his adjudicated claim for damages.

### Conclusion

Based upon the law and the facts noticed herein, it would appear to me that the law, Constitutions – State and federal, and the statutes, Business and Professional Statutes, passed pursuant thereof, are frivolous and felonious and are not to be comported with, **the law be damned**, by these unlicensed attorneys and the court in these proceedings. Note: The legal definition of the following: Fraud, Fraudulent, Fraudulent intent, Fraudulent concealment and Fraudulent representation.

My allegations, "Criminal Information", that the attorneys in these proceedings do not have a license to practice law, in accordance with the law, can be resolved very easily, in less than a minute, by these alleged attorneys producing their "Attorney's License", as noticed herein, and making them a part of the record. Note: I have requested of many individuals, who claim to be an attorney, to show me their "Attorney's License". To this date, not one individual has been able to show me their license. The best that they could do, was to show me their California Bar Association card that did not comport with the law.

As previously stated, justice delayed is justice denied respective of the fact that I filed an "Affidavit of Truth" via a "Sworn Notice in the form of an Affidavit", as to my "Proof of Claim" for damages, on Sept. 21, 2019. *This failure to timely respond*, that is to rebut, refute or challenge the facts noticed, *is to accept, via stipulation, the noticed facts as being true and correct*. Notice: As stated in said letter, supra, dated: February 10, 2021; "... by June 26, 2021, though PG&E has the right to seek an extension of this deadline."

A point of interest, concerning the alleged claims being made: "Attorney for Debtors and Debtors in Possession", Bar Card # 151445 / # 298192, as being an Attorney. These allegation failed to give "Notice" of an "Attorney's License" that comports with the requirements of the law, Constitution and Business and Professions Code, relating to their claims of being a 'Licensed Attorney'.

By my hand, I, supra, do hereby declare under penalty of perjury, under the laws of the California Republic, that the foregoing information is true, correct, and complete, to the best of my knowledge and belief.

Respectfully, presented:

Dated: 2-23-21

Manuel Salvador Franco  
Manuel Salvador, Franco

P. S.

As stated in the letter from the alleged law firm KBK, it's their claim of being a 'licensed attorneys', "This firm represents Pacific Gas and Electric Company and PG&E Corporation...". Note: In accordance with the law and the courts, you are required to have an "Attorney's License" in your possession when representing someone in court.

"Asserting a lien against PG&E's property, as threatened in your Notice, would be a clear and direct violation of the Plan Injunction that would subject you to possible monetary and other sanctions. Should you take the action you threaten, PG&E intends to rely on and enforce the Plan Injunction." Note: ***Now what is explicitly stated above, is most assuredly a direct threat to harm me monetarily and otherwise based upon the exercising of my lawful rights.***

As explicitly stated in my "Notice", "I shall be forced to file liens, **legal remedy**, upon all property belonging to the noticed debtors." And; "...the filing of liens against my debtors is **my legal right to gain payment**." Note: As noticed by the supreme court of the United States, the exercising of a right, legal remedy, cannot be made into a crime. Nor can any court make any kind of an "Order" which would prohibit the lawful exercising of a right.

I think that there is a very good possibility, that we may find ourselves in a courtroom, ***please make sure that you have your "Attorney's License" in your possession***, should I exercise my lawful right, remedy at law, to gain payment for the damages noticed in my "Proof of Claim". ***Please understand, that I will most assuredly "OBJECT" to your presents in the courtroom, should you attempt to act on behalf of the debtors, based upon the law as noticed herein.*** Note: It's a crime to commit fraud, under color of law and color of authority, based upon a fraudulent contract.

cc:

State of California  
Attorney General of  
455 Golden Gate Ave. #11000  
San Francisco, California (94102)

Department of Justice of the United States  
Attorney General of  
950 Pennsylvania Ave. NW  
Washington, District of Columbia  
20530-0001

Department of the Post Office of the United States  
Postmaster General of  
475 L'Enfant Plaza SW  
Washington, D.C.

## EXHIBIT "A"

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 10 *and Debtors in Possession*

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9 *Attorneys for Debtors*  
 10 *and Debtors in Possession*

11 **UNITED STATES BANKRUPTCY COURT**  
 12 **NORTHERN DISTRICT OF CALIFORNIA**  
 SAN FRANCISCO DIVISION

13 **In re:**

14 **PG&E CORPORATION,**

15 **- and -**

16 **PACIFIC GAS AND ELECTRIC**  
 COMPANY,

17 **Debtors.**

- 18  
 19  Affects PG&E Corporation  
 Affects Pacific Gas and Electric Company  
 20  Affects both Debtors

21 \*All papers shall be filed in the Lead Case,  
 No. 19-30088 (DM).

22 Chapter 11 Case

23 No. 19-30088 (DM)

24 (Lead Case)

25 (Jointly Administered)

**NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT FOR DEBTORS' AND SHAREHOLDER PROPONENTS' JOINT CHAPTER 11 PLAN OF REORGANIZATION; (II) ESTABLISHMENT AND APPROVAL OF RECORD DATE, VOTING DEADLINE, AND OTHER PLAN SOLICITATION AND VOTING PROCEDURES; (III) APPROVAL OF FORMS OF BALLOTS, SOLICITATION PACKAGES, AND RELATED NOTICES; (IV) ESTABLISHMENT OF PLAN CONFIRMATION NOTICE PROCEDURES; AND (V) OTHER RELATED RELIEF**

February 10, 2021

Tony Lynn Thomas  
P.O. Box 9099  
Stockton, California 95208

Re: In re PG&E Corporation and Pacific Gas and Electric Company,  
Case No. 19-30088 (DM) (Bankr. N.D. Cal.).

Dear Mr. Thomas,

This firm represents Pacific Gas and Electric Company and PG&E Corporation (together, “PG&E”) as debtors-in-possession and reorganized debtors in the above-captioned chapter 11 reorganization cases (the “Chapter 11 Cases”).

We have received your *Notice and Demand for Payment of Settled Bankruptcy Proceedings as to Claim for Damages*, filed in the Chapter 11 Cases on January 12, 2021 as Docket No. 9962 (the “Notice”). PG&E is evaluating claims such as yours on a rolling basis. PG&E must allow or object to claims by June 26, 2021, though PG&E has the right to seek an extension of this deadline.

The *Debtors’ and Shareholder Proponents’ Joint Chapter 11 Plan of Reorganization Dated Date June 19, 2020* [Dkt. No. 8048] (the “Plan”) was confirmed by Order entered June 20, 2020 [Dkt. No. 8053] (the “Confirmation Order”).<sup>1</sup> The Effective Date of the Plan occurred on July 1, 2020. See Docket No. 8252. On the Effective Date, Pacific Gas and Electric Company and PG&E Corporation have been reorganized, revested with their property and discharged from their debts, all as provided in the Plan and the Confirmation Order; as thus reorganized they became and now are the “Reorganized Debtors.” The Plan and all its provisions, including section 10.6 (the “Plan Injunction” described in the following paragraph), are binding on all holders of Claims against PG&E, even those who did not vote on the Plan.

Plan section 10.6 and paragraph 52 of the Confirmation Order establish a permanent injunction that applies to “all Entities who have held, hold, or may hold Claims” and prohibits “with respect to such Claims” the enjoined Entities from (among other things) “creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against a Debtor, a Reorganized Debtor, or an estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iii) or any property of any such transferee or successor” “[e]xcept as otherwise provided in this Plan or in the Confirmation Order.” The Plan Injunction supersedes the automatic stay of Bankruptcy Code section 362(a), which terminated for most purposes on the Plan’s Effective Date. [Bankruptcy Code §362(c)(2)(C)]

The Plan Injunction prohibits the filing of any liens on any property of PG&E based on any “Claims” or taking any other action against PG&E or its property to enforce or recover on “Claims,” aside from filing a proof of claim and pursuing it through the claims resolution process

<sup>1</sup> The Plan, the Confirmation Order, and all other pleadings filed in PG&E’s Chapter 11 Cases may be viewed and downloaded on-line, free of charge, at <https://restructuring.primeclerk.com/pge/Home-DocketInfo>.

“Claims,” aside from filing a proof of claim and pursuing it through the claims resolution process established under the Plan. The term “Claims” as used in the Plan Injunction includes all claims against PG&E arising before January 29, 2019, the date on which PG&E filed the chapter 11 cases, subject to specific limited exceptions delineated in the Plan. None of those exceptions apply to the claim you assert. Consequently, the Plan Injunction applies to your claim. Asserting a lien against PG&E’s property, as threatened in your Notice, would be a clear and direct violation of the Plan Injunction that would subject you to possible monetary and other sanctions. Should you take the action you threaten, PG&E intends to rely on and enforce the Plan Injunction.

Please govern your conduct accordingly.

Very truly yours,

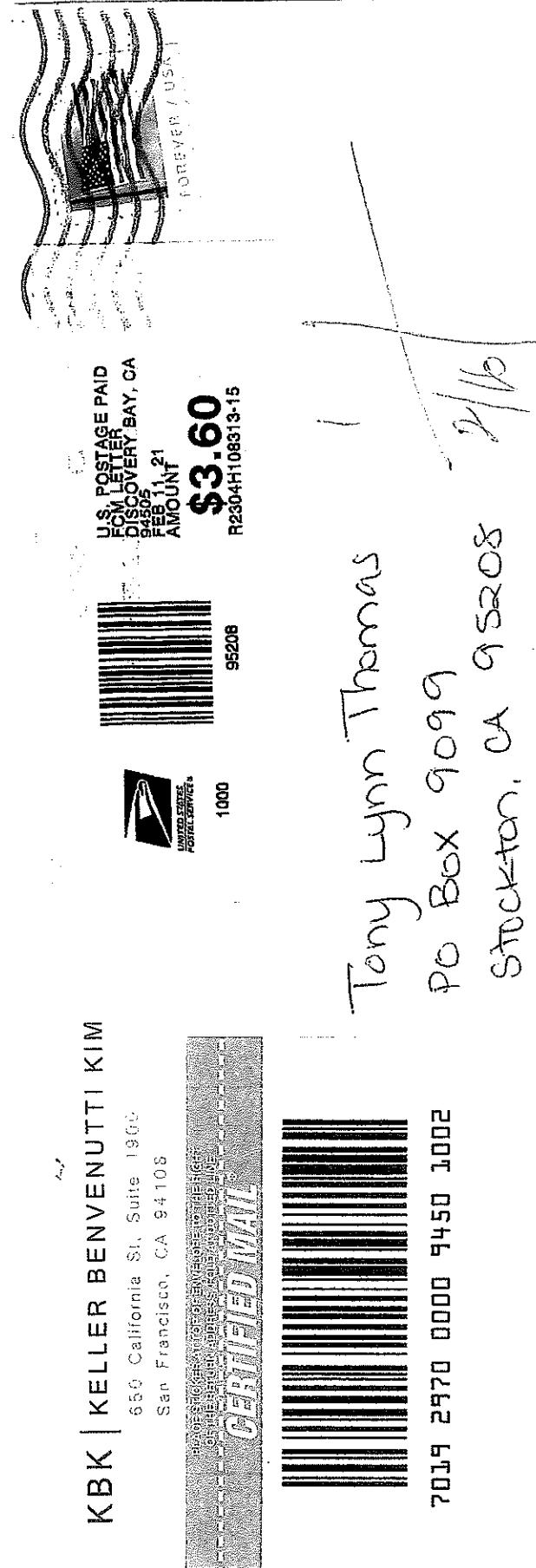
KELLER BENVENUTTI KIM LLP



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Dara L. Silveira

*EXHIBIT "C"*



Case: 19-30088 Doc# 10325 Filed: 02/26/21 Entered: 03/02/21 11:46:37 Page 9 of 15  
www.kbkllp.com  
3008-103253

United States Bankruptcy Court  
Northern District of California  
San Francisco Division

Bankruptcy Case No. 19 – 30088 (DM)

Pacific Gas and Electric Company      Debtor (2640) 19-30089 (DM)  
PG&E Corporation Claims  
Processing Center  
c/o Prime Clerk LLC  
Grand Central Station  
PO Box 4850  
New York, NY 10163-4850

**AFFIDAVIT OF TRUTH, as to the Denial of Due Process / Equal Protect of the Law via "Criminal Information" cert. mail # 7018 2290 0001 5882 8108 is attached herewith and made a part hereof. If such affidavit is not included with this "Sworn Notice in the Form of an Affidavit" such sworn notice shall be deemed void.**

### **SWORN NOTICE in the form of an Affidavit**

#### **I. Memorandum of Law - Points and Authorities in Support Thereof**

An important aspect of the sworn notice is the notary signature and the jurat. Contrary to what most "persons" in the judicial branch say and think, the Notary Public is NOT an Officer of "their" Court, but an Officer of the Executive Branch and of the People, a much higher Court. The Notary is an officer of the state and certifies that everything in the sworn notice is true and correct and sworn to under oath by the affiant. Further the notary when signing the jurat signs in two capacities; in the capacity as an officer of the state and in the capacity of a living being, presenting one of the People, which the judicial branch Court can NEVER "SEE" (cannot give "cognizance of"), thus, creating a "bridge" for the process to move from the living to the fiction and vice versa.

Notary Public authority; ISAAC JOSEPH, APPELLANT, vs. JULIUS SALOMON, APPELLEE. Supreme Court of Florida, 19 Fla. 623; 1883 Fla. LEXIS 4, January, A. D. 1883, Decided -- "The demand of acceptance of a foreign bill is usually made by a Notary, and in case of non-acceptance he protests it, and this **notarial protest receives credit in all courts.**"

**Is a response required to a sworn notice?**

Yes, if an Affiant sends the sworn notice to a party that had, or there is implied, a prior business relationship with Affiant, if Affiant charges them with crimes, injuries and damages, or if they took an oath of office, then there is a mandatory response required to Affiant's sworn notice. There is case law on the mandatory response requirements. If they do not respond to the claims in Affiant's sworn notice according to the parameters therein then they agree with the claims in Affiant's sworn statement.

Rule 301, Federal Rules of Evidence is paramount.

**Case Law in support thereof:**

"Uncontested allegations of fact must be accepted as true." Morris v. National Cash Register, 44 SW 2nd 433, (1931).

When no affidavits are filed in opposition, the trial court is entitled to accept as true the facts alleged in respondent's affidavits if "... such facts are within the affiant's personal knowledge and [are ones] to which he could competently testify...." Southern Pac. Co. v. Fish, 166 Cal.App.2d 353, 362, 333 P.2d 133.

"Silence can only be equated with fraud where there is a legal or moral duty or where an inquiry left unanswered would be intentionally misleading..." as per United States v. Tweel, 550 F.2d 297, citing United States v. Prudden, 424 F.2d 1021 at 1032

*"...failure to state the true facts when such statement is legally required, to the detriment of the one relying upon such conduct..." can be termed "fraud and deceit", as per Atilus v. United States, 406 F.2d 694, at 698*

*"Silence is a species of conduct, and constitutes an implied representation of the existence of facts in question, and the estoppel therefrom is accordingly a species of estoppel by misrepresentation. When silence is of such a character and under such circumstances that it would become a fraud on the other party to permit the silent party to deny what his silence has induced the other party to believe and act upon, it will operate as an estoppel." as per Carmine v. Bowen, 64 A. 923*

Another powerful element in the sworn notice is that it is a private contract set in admiralty that binds Libellees to a mandatory response by contract obligation.

This is accomplished when Affiant/Libellant claims that the other party has either damaged and injured Affiant or will do so by continuing to pursue a course of action. Affiant's claim via the sworn notice constitutes a private contract set out in admiralty. Affiant gave Libellees consideration in the form of forbearance of suit/waiver of tort with a specified and reasonable period of time, with a set and given number days to respond to the sworn notice, as per Federal Rules of Civil Procedure. All elements of a contract are in place.

With the consideration, Affiant's contract now puts Libellees under obligations that make it mandatory to respond to Affiant's document.

#### **Case Law in support of forbearance:**

*Forbearance is consideration. Black's Law Dictionary, 6<sup>th</sup> Edition page 307; Restatement Second, Contracts §§ 17(1), 71; Corbin on Contracts, Vol. 2, page 80, Revised Edition, West Publishing Co. 1995; and Richman v Brookhaven Servicing Corp., 80 Misc. 2d 563, 363, N.Y. S.2d 731, 733. "Forbearance from exercising a right to take legal action... constitutes adequate consideration..." [citing numerous cases] Town & Country Bank v. Bancshares, 172 Ill.App.3d 1066, 527 N.E.2d 637 (1988).*

*"There seems to be a strong tendency for a court to find that a forbearance that was actually given was promised in advance by implication." Corbin on Contracts, Revised Edition, Vol. 2, pa. 119, citing Levine v. Tobin, 210 Cal. App.2d 67, 26 Cal. Rptr. 273, 275 (1962) and 15 other cases from 12 different jurisdictions.*

*Actual forbearance of suit for a reasonable time is consideration. William H. McMicken et al. v. Helen M. Stafford, 197 Ill. 540 (1902).*

It is a common understanding and general agreement that the prime reason for a contract is because the "parties" do not "trust" one another. And, as a half-truth may easily be a whole lie, a written contract brings clarity where confusion would otherwise exist.

All unilateral contracts, originating in corporate fiction or fraud, imposing duress, **pains and penalties**, required by state "statutes" and codes, lacking full disclosure, imbued with fraud, deceit, threat, pains and penalties and imposing obligations under duress is unlawful, illegal, unconstitutional, invalid, fraudulent, unenforceable and null and void, without force or effect, whatsoever.

If the "state", Federal or otherwise, deceptively takes ownership of any "res" (thing) by perversion under "color of law" by imposing upon the unaware Citizen "required" laws and fees, it is a unilateral contract, imposing said statutes and codes without full disclosure.

The "state" is a corporation, as is all government, and is designated to rule over the "fictional/corporate entities" to assure that no fiction ever harms a flesh and blood living man. This is the extent to which a "fiction" may associate with the living soul/man without the living man's consent.

All corporate administrators functioning through the United States court system are strictly "administrators" acting in the nature of a Judge. There have been no Judges in the prevalent court system since 1789. They fill only a ministerial capacity. All "courts" in the prevalent court system are to rule in the nature of a "court of competent jurisdiction". A true Court of Competent Jurisdiction is not available in any district of the United States of America.

A brief collection of facts, established by the High Courts of the land, from some of the wisest of Judges, and through the time tested channels of discipline follows:

"The idea prevails with some-indeed, it found expression in arguments at the bar-that we have in this country

substantially or practically two national governments; one to be maintained under the Constitution, with all its restrictions; the other to be maintained by Congress outside and independently of that instrument, by exercising such powers as other nations of the earth are accustomed to...I take leave to say that if the principles thus announced should ever receive the sanction of a majority of this court, a radical and mischievous change in our system of government will be the result. We will, in that event, pass from the era of constitutional liberty guarded and protected by a written constitution into an era of legislative absolutism...It will be an evil day for American liberty if the theory of a government outside of the supreme law of the land finds lodgment in our constitutional jurisprudence. No higher duty rests upon this court than to exert its full authority to prevent all violation of the principles of the Constitution". DOWNES v. BIDWELL, 182 U.S. 244 (1901)

6 Ohio St. 342, 1856 WL 59 (Ohio)

A national government is the government of the people of a single state or nation, united as a community by what is termed the social compact, and possessing complete and perfect supremacy over persons and things, so far as they can be made the lawful objects of civil government. A federal government is distinguished from a national government by its being the government of a community of independent and sovereign states, united by compact. Is one NOT required to remain within the parameters of the Constitution for the united States of America?

"In its governmental or public character, it represents the state, while in the other it is a mere private corporation. As a political institution, the municipality occupies a different position, and is subject to different liabilities from those which are imposed upon the private corporation. But because these two characters are united in the same legal entity, it does not follow that the shield which covers the political equally protects the private corporation." STRAND v. STATE., 16 Wn.(2d) 107, 116 (January 6, 1943).

DOWNES v. BIDWELL, 182 U.S. 244 (1901), where it is stated that; "...two national governments; one to be maintained under the Constitution, with all its restrictions; the other to be maintained by Congress outside and independently of that instrument,..."

"No judicial process, whatever form it may assume, can have any lawful authority outside the limits of the jurisdiction of the court or judge by whom it is issued; and an attempt to enforce it beyond these boundaries is nothing less than lawless violence." (emphasis added) Ableman v. Booth (1858), 56 U.S. (21 How.) 506, 16 L.Ed. 169. [I recommend you read the entire case.]

Yet, the true purpose of "Law" is to protect the Private from the Corporate, as per:

"All that government does, and provides legitimately is in pursuit of its duty to provide protection for private rights, (Wynhamer v. People, 13 N.Y. 378), which duty is a debt owed to its creator, we the people and the private enfranchised individuals, which debt and duty is never extinguished nor discharged and is perpetual. No matter what the government/state provides for us in manner of convenience and safety, the unenfranchised individual owes nothing to the government", Hale v. Henkle, 201 U.S. 43.

"We the people have discharged any debt which may be said to exist or be owed to the state/government. The governments are however indebted continually to the people, because the people created the government corporation and because we suffer its continued existence. The continued debt owed to the people is discharged only as it continues not to violate our private rights, and when government fails in its duty to provide protection-discharge its debt to the people, it is an abandonment of any and all power, authority or vesting of 'sovereignty' which it possessed, and the laws remain the same, the sovereignty reverting to the people whence it came" Down v. Bidwell, 182 U.S. 277.

## II. Libellee(s) as tort feasor(s)

Therefore, as a consequence of the facts, claims, statements, laws and conclusions of law herein, including attached Affidavit of Truth, Libellee(s) has/have attempted to exercise Right of Claim to an alleged contract wherein, upon discovery, full disclosure was never made that all codes, regulations, statutes, and rules wherein Libellee(s) make Claim of Authority have no basis in fact, or law, subterfuge and fraud proven by the evidence supplied, and said claim exists solely in a fictional, corporate, legal entity with no required allegiance to the Constitution or any moral or equitable character.

Further, as a consequence of the facts, claims, statements, laws and conclusions of law herein, including

attached Affidavit of Truth, Libellee(s) did knowingly and willingly accept the benefit of the bargain, or contract, that was never ratified, but forced upon Affiant and The People, day by day, and event by event, as a Novation Contract, totally rooted, founded, and propagated in the Fraud with all said terms and conditions in the said Novation Contract being nothing more than fruit from the Poisonous Tree.

And, as a consequence of the facts, claims, statements, laws and conclusions of law herein, including attached Affidavit of Truth, Libellee(s) cannot at the same time accept the benefit of a bargain brought on by fraud, coercion, threat, duress, extortion, blackmail, etc, and reject the consequences of Truth and Justice, punishable by the very words, terms, phrases, and doctrines Libellee(s) has/have attempted to impose and force upon Affiant, which referenced court cases Affiant has relied upon and to which cases decisions Affiant claims Libellee(s) are bound.

Further, we have learned that certain major Supreme Court rulings affirm that there are two (2) distinctly different United States with two (2) opposite forms of governments, both having the same congress. Of a fact, the opposite of GOOD is EVIL, the opposite of TRUTH is FICTION, the opposite of RIGHT is WRONG. The consequence of the facts, claims, statements, laws and conclusions of law herein, is that; evil, fiction, and wrong are attributes of deception, fraud, malice, treason and tort.

Exodus 20:15 Thou shalt not steal.

John 8:44 Ye are of your father the devil, and the lusts of your father ye will do. He was a murderer from the beginning, and abode not in the truth, because there is no truth in him. When he speaketh a lie, he speaketh of his own: for he is a liar, and the father of it.

3 John 1:11 Beloved, follow not that which is evil, but that which is good. He that doeth good is of God: but he that doeth evil hath not seen God.

### **III. ACTUAL SWORN NOTICE FOLLOWS;**

STATEMENT 01) Affiant hereby claims, declares and states under oath the following;

FACT 02) Forbearance is consideration, as learned in Black's Law Dictionary (above).

FACT 03) Actual forbearance of suit for a reasonable time is consideration. William H. McMicken et al. v. Helen M. Stafford, 197 Ill. 540 (1902). [Consideration is a required element of any contract.]

CLAIM 04) Affiant's sworn notice constitutes a private contract set out in admiralty and gives Libellee(s) consideration in the form of forbearance of suit for a reasonable period of time (see above).

CLAIM 05) These damages and injuries have bound Libellee(s) into a contract for restitution and reparation to Affiant.

CLAIM 06) Libellee(s) responses are mandatory based upon the law cited herein.

CONCLUSION 07) If Libellee(s) do/does not respond according to conditions herein, Libellee(s) agree(s) to the claims, facts, statements, laws and conclusions of law in this sworn notice and attached Affidavit of Truth including but not limited to the fact that Libellee(s) has/have damaged and injured Affiant.

CLAIM 08) The Constitution for the United States of America is a parameter, or barrier, that the fictional, corporate, legislative tribunals have purposely evaded to the harm, pain, and injury of this Affiant. These crimes have brought great mental stress, spoilage, time wastage, alienation of the affection of loved family members, and various other damages and injuries to Affiant.

CONCLUSION 09) Of paramount importance, and the only way justice can be served, is to determine whether the source and fountain of authority purported by Libellee(s) is from the Original, Organic Constitution for the united States of America or the Corporate Charter for the de facto government operating for, and on behalf of, the fictional Federal government, fictional Congress and Senate, and fictional sub-corporate charters responding to the corporate United States that are totally outside (outlaw) the confines of Rule of Law and are "extra-Constitutional".

CONCLUSION 10) Since actions speak louder than words, and by actions contracts are consummated, Libellee(s) actions have made manifest, with open disregard for the Rule of Law, that Libellee(s) had/have, at all times and in every measure, concerning their association with Affiant, operated outside the parameters of the Constitution for the

United States of America, and within the bounds of treason, coercion, threat, duress, malfeasance, tort, unlawful conversion, and any of several other offenses known to be injurious to Affiant.

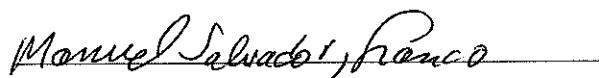
CONCLUSION 11) As a consequence of Libellee(s) actions Libellee(s) has/have committed felony conversion, mail fraud, securities violations, libel and theft of Affiant's property for which restitution is sought.

Affiant reserves the right to amend in order that the truth be ascertained and justly determined.

**Verified Affidavit**

IN WITNESS WHEREOF, I, Manuel Salvador of the family Franco, *Sui Juris*, solemnly affirm and verify that I have read the foregoing, and know its contents to be true to the best of my knowledge, except as to the matters which are therein stated on my information or belief, and as to those matters, I believe them to be true. This instrument is submitted upon good faith effort that is grounded in fact, warranted by existing law for the modification or reversal of existing law and submitted for proper purposes, and not to cause harassment and unnecessary delay or costs, so help me God. See Supremacy Clause (Constitution, Laws and Treaties are all the supreme Law of the Land).

By my hand, I, supra, do hereby declare under penalty of perjury, under the laws of the California Republic, that the foregoing information is true, correct, and complete, to the best of my knowledge and belief.



Manuel Salvador, Franco

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the Document to which the certificate is attached, and not the truthfulness, accuracy, or validity of that document.

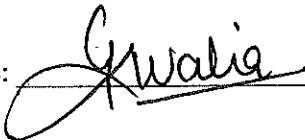
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State of California

County of San Joaquin

Subscribed and sworn to (or affirmed) before me on this 23rd day of Feburuary, 2021  
by Manuel Salvador Franco proved to me on the basis of satisfactory evidence to be  
the person who appeared before me.

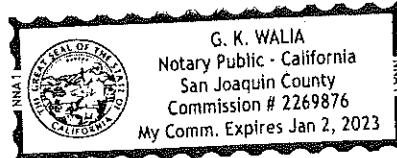
Signature of Notary Public:



Seal:

Title of Document: Affidant

Document Date: 2-23-2021



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Northern District of California  
San Francisco Division  
450 Golden Gate Ave.  
San Francisco, California (94102)